

interfacing portion of fixed geometry [engages a ski or skate binding] irrespective of the boot size.

112 112  
9. (amended) The boot as claimed in claim 1, wherein the rigid portion [part (1) of the sole] comprises at least part of the binding interfacing portion [has binding means (6, 7; 6 ....14) intended to engage with the binding means secured to the ski or the skate].

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### REMARKS

In order to promote administrative efficiency and better communication, the Examiner is invited to make suggestions at any time during the proceedings, on or off the record, via phone, fax or e-mail, whenever such suggestions are within the Examiner's discretion as an aid to placing the claims in order for allowance in a timely manner.

#### Examiner's Point 2: Rejection under 112, Second Paragraph:

Concerning the Examiner's rejection under 112, Applicant believes that the above amendments to the claims overcome these rejections. The terms and sections which the Examiner identified as vague, unclear and indefinite for failure to distinctly claim the subject matter have been amended to more clearly define the invention.

Concerning Examiner's belief that "automatic release" is not clear, Applicant asserts that a person of ordinary skill in the art of skiing would find nothing unclear about this language because it is implied that automatic release for a binding in alpine skiing is a binding which automatically releases when forces in the binding are of such a magnitude that the designers think its in the best safety interest of the wearer to release.

Nonetheless, Applicant has rephrased the claim. Further, the different binding embodiments are all defined as a "binding interfacing portion". Therefore, Applicant

believes that the amended claims are clear and that this rejection is overcome. Acknowledgment of this fact is respectfully requested.

Examiner's Points 3-4: 102(b) Rejection based on various references:

The Examiner rejected claims 1-5, 8, 9 under 35 U.S.C. §102(b) as being anticipated by US 4674202 to Borque and under §102(e) by US Patent 4246708 to Gladek and US Patent 5,884,420 or 5,899,006 both to Donnadiu. Applicant has amended claim 1 to overcome these rejections by making clear that the rearward rigid part rigidly supports the entire binding interfacing portion, which is clearly not the case with Borque, Gladek or Donnadiu(s). The rejection under §102(b) is therefore overcome. Acknowledgment of this fact is respectfully requested.

Examiner's Points 8- 10 : Claim Rejections under §103

The Examiner rejected claims 5, 8, and 9 under §103(a) as being unpatentable over either Donnadiu '420 or '420 or Gladek in view of Bourque '202 and US Pat. No. 4,186,500 to Salzman. The Examiner further rejected claims 3-5 under §103(a) over Bourque in view of Donnadiu or Gladek. Applicant asserts that the prior art does not teach or suggest applying the engagement elements (binding interfacing portions) on one side of the boot such that no forward binding interfacing portion is required. Therefore, it is believed that all the pending claims overcome the §103 rejections applied against them, respectively, and that the application is in condition for allowance. Acknowledgement of this fact is respectfully requested.

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Conclusion

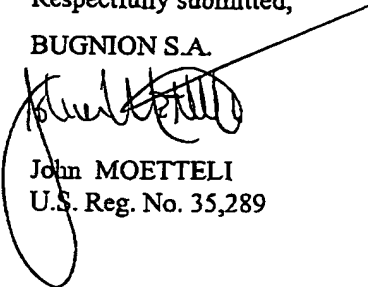
Applicant respectfully submits that the claims, as amended, are now in condition for allowance. No new matter has been entered by this amendment. Any

limitations to the claims are made solely for the purpose of expediting the prosecution of the application and, unless otherwise expressly stated, are not made to narrow, vis-à-vis the prior art, the scope of protection which any subsequently issuing patent might afford. Again, if the Examiner has further questions, he is invited to contact the undersigned at phone 011-4122-346-8744, fax at 011-4122-346-8960 (Geneva is 6 hours ahead of Eastern Std Time), or e-mail at [moetteli@bugnion.ch](mailto:moetteli@bugnion.ch).

Applicant authorizes the Commissioner to charge the deposit account of BUGNION S.A., no. 50-0800 for fees under 37 CFR §1.16 and §1.17 which may be required in this application.

Respectfully submitted,

BUGNION S.A.

  
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Date : April 10, 2001

Enclosure: replacement claims

## REPLACEMENT CLAIMS

*Sub c1*

1. A boot for a ski or in-line roller skate wherein the boot has a flexible upper (3), and a rigid part comprising a rigid portion of the sole extending from the rear region of the boot, over about one half of the length of the sole to a central region of the boot, and a binding interfacing portion which interfaces with a binding of a ski or in-line roller skate; wherein the rest of the sole is flexible so as to allow the foot to flex during walking, and wherein the rigid part of the sole rigidly supports the entire binding interfacing portion such that there is no need of a binding interfacing portion at the front region of the boot.

*B*

2. The ski boot as claimed in claim 1, wherein the ski binding is an automatic release binding.

*Sub c2*

3. The boot as claimed in claim 1, wherein a second rigid portion of the rigid part encloses the heel and is rigidly secured to the rigid portion.

4. The boot as claimed in claim 3, wherein the rigid portion and the second rigid portion are integral.

*Sub c3*

5. The boot as claimed in claim 3, wherein the second rigid portion has at least one cutout, which defines the binding interfacing portion.

*B2 Sub c4*

8. The boot as claimed in claim 1, wherein the rigid part has a binding interfacing portion of fixed geometry irrespective of the boot size.

9. The boot as claimed in claim 1, wherein the rigid portion comprises at least part of the binding interfacing portion.